

CITY OF GARFIELD
REQUEST FOR PROPOSALS FOR
CONSTRUCTION INSPECTION SERVICES FOR
GARFIELD SCHOOL SAFETY PROJECT (PHASE 2)

Issued by the
GARFIELD MAYOR AND COUNCIL

Date Issued: August 24, 2026
Return Date & Time: By 11:00AM on Wednesday, September 30, 2026
Return To: City Clerk's Office
City of Garfield
111 Outwater Lane
Garfield, NJ 07026

REQUEST FOR PROPOSAL FOR
CONSTRUCTION INSPECTION SERVICES FOR
GARFIELD SCHOOL SAFETY PROJECT (PHASE 2)
FEDERAL PROJECT NO. D00S (723) CON, JOB #5621312
FOR THE CITY OF GARFIELD
FOR THE TIME PERIOD OF CONSTRUCTION THROUGH PROJECT CLOSE-OUT

The Garfield City Manager/Mayor and Council (hereinafter "City") is soliciting proposals for the position of Construction Inspection Services Consultant to provide professional services to the City. The City Manager/Mayor and Council of the City will select an individual or firm for Construction Inspection Services based upon a fair and open process, pursuant to N.J.S.A. 19-44A-20.4 et. seq. and in accordance with the Resolution previously adopted by the City to secure such services through a fair and open process. In order to have a proposal considered by the City, an interested party must provide evidence that he/she satisfies the minimum requirements as set forth in this document and that he/she otherwise complies with the proposal requirements set forth in the City's REQUEST FOR QUALIFICATIONS AND PROPOSALS section of the City web site.

SECTION I Construction Inspection Services

The City is seeking qualified professional engineering firms to provide Construction Inspection Services (including Resident Engineer and inspection staff) for the Garfield School Safety Project (Phase 2), a federally funded project under the Federal Aid Highway Program (FAHP). This is a Local Public Agency (LPA) project administered through the New Jersey Department of Transportation (NJDOT). Construction Inspection Services for the City includes but is not limited to those services as described in Section II of this document.

Important Requirements:

- The selected firm must be separate from and independent of the design firm for this project.
- All services must comply with federal requirements (23 U.S.C., 23 CFR, Brooks Act/qualification-based selection, FHWA guidelines), NJDOT procedures, and the City of Garfield's "Procedure for Administration and Inspection of Federal Aid Highway Projects" (August 2021).
- Full-time construction inspection and oversight are required.

The City will designate a full-time City employee as the Responsible Charge/Project Manager (RC/PM) per 23 CFR 635.105.

The City may select, at its sole discretion, individuals, or firms for this position, so long as those individuals or firms meet or exceed the minimum requirements set forth in Section III hereof. Once an appointment is made, no substitution of personnel may be made without the express written consent of the City, which consent may be withheld in their sole discretion.

SECTION II Scope of Services

- A. Provide to the satisfaction of the City, construction engineering and inspection services until the completion and acceptance of the Construction Contract by the City. These services shall monitor work for substantial conformance between each item of the Contractor's work and the provisions of the contract documents. All items of work shall be subject to detailed engineering and inspection procedures, in accordance with the NJ DOT specifications and practices.
- B. Check construction for compliance with shop drawings. Take such actions as may be required to prevent incorporation of materials and equipment, which have not been properly approved and certified. Confirm that manufacturer's tests required under the Construction Contract specifications have been performed before any material or equipment is incorporated in the work.

Notify the contractor in writing of any unacceptable work or material and report promptly to the City Engineer the particular work or material, which fails to conform with the construction contract plans and specifications.

- C. Become familiar with the plans, specifications and other related construction contract documents and conduct a pre-construction conference with the City, Construction Contractor and other representatives of City, public or private agencies and local governing bodies. Detailed minutes shall be prepared and copies distributed, as required.

Conduct a utility pre-construction meeting and act as liaison in subsequent meetings with representatives of the utilities and the Contractor.

- D. Report to and be directly responsible to the City Engineer's representative. The City Engineer shall assign an in-house engineer responsible for administering consultant contracts, to monitor the contract covered by this Agreement and shall be the City's representative for the Contract. The term City Engineer may also refer to the in-house City Engineer's representative.
- E. Provide **one full-time Resident Engineer**, meeting the following minimum requirements:

Certified by National Institute for Certification of Engineering Technologies (NICET III), as a Transportation Engineering Technician Construction, Level III, with a minimum of ten (10) years full-time job site experience acceptable to the Department as a RE on Federally funded highway and/or construction projects.

- F. Provide **one full-time Field Inspector and One Surveyor/Inspector**, meeting the following minimum requirements:

- i) Field Inspector shall be certified by National Institute for Certification of Engineering Technologies (NICET III), as a Transportation Engineering Technician Construction, Level III, with a minimum of three (3) years full-time site experience on Federally Funded, highway and/or construction projects acceptable to the Department.
- ii) Surveyor/Inspector shall be certified by National Society of Professional Surveyors, as a Certified Survey Technician (CST), Level II, with a minimum of three (5) years full-time job site experience on Federally Funded highway and/or construction projects acceptable to the Department. Surveyor/Inspector is required to check and verify as per the approved plans & specifications: the foundations/junction boxes, inlets, manholes, utility valves, pavement, curbs, sidewalks and ramps slopes, grades, and elevations. A licensed surveyor/inspector is preferred but not required.

G. Review and recommend for approval Construction Contract Progress Schedule to the City.

Utilize resources as its command to effect completion of the Construction Contract by the date set by those documents. To the degree possible, prevent delays resulting from the Contractor's procedures. To this end, monitor the adequacy of the Contractor's progress schedule, personnel, equipment, and the availability of necessary materials and supplies. If it is determined that the Contractor's operation and procedures may lead to a delay, the Contractor shall be notified in writing and consult the City Engineer immediately of that determination to provide recommendations to prevent such delay.

- H. Take measurements and gather pertinent information as necessary to compile daily, weekly, monthly and final estimates, reports and as-built plans. An initial Daily Inspection Report must be presented to the City for review and approval, the City will request additional information if it is determined missing from the form presented. Daily inspection reports must be available for City's review upon request at any given day during the construction period. The measured quantities of various construction items must be agreed with the contractor by the end of each week.
- I. Prepare and maintain required records, reports and calculations in accordance with procedures established by current New Jersey Department of Transportation Standard Specifications, Contract Plans and Specifications, Operational Bulletins and Construction and As-Built Manuals.
- J. Compile and submit, in accordance with the direction of the City Engineer, reports, daily, weekly, monthly and final estimates, records, as-built calculations and plans, photographs of various phases of construction and other data which may be required for proper completion of records of the Construction Contract. Such records are to include, but not be limited to, on-the-job files of correspondence, reports of job conferences, test reports, shop drawings, purchase orders, materials deliveries, and reproductions of original Construction Contract documents including addenda, change orders and supplemental drawings. Submit these documents and files, neatly labeled and boxed, after completion of the project to the City Engineer at a time and location to be determined by the City Engineer.

Maintain daily reports, in accordance with the current New Jersey Department of Transportation Construction Manual, to include descriptions of work progress, specific problems encountered, corrective actions taken, construction equipment, material deliveries, weather conditions, material shortages, tests, labor disputes, general observations, and other information pertinent to the execution of the Construction Contract. Daily reports should be bound in a three-ring binder and should be readily accessible. City may request copies of the daily reports on a daily basis.

- K. Prepare and recommend for approval Construction Contract change orders and supplementary agreements. Maintain cost accounting orders and supplementary agreements. Maintain cost accounting

records regarding items of the work to be performed by change order on a time and material basis and/or unit cost basis. Prepare time and material cost estimates for changes resulting from Construction Contract revisions. Negotiate prices with Contractor for changes resulting from design or Contract revisions and recommend negotiated prices for approval.

- L. Monitor the Contractor for compliance with local, state, and federal laws, ordinances, regulations, requirements, precautions, orders and decrees which shall remain with the appropriate Federal, State, and Local agencies or officials charged with this duty and responsibility.
- M. In the event that interpretation of the meaning and intent of the plans and specifications becomes necessary during construction, consult with the City Engineer and transmit his interpretation to the Contractor.
- N. Monitor Contractor's affirmative action, DBE and training programs as required. Review program reports required by the Construction Contract and submitted by the Contractor for compliance with Contract goals. Transmit reports to appropriate agencies. Provide advice on how to improve mediocre or substandard programs. Final approval of the Contractor's affirmative action, DBE and training programs shall remain with the City.
- O. Review for conformance with the plans and specifications Contractor's maintenance of traffic plan for vehicle and pedestrian traffic control. Monitor this plan when implemented.
- P. Maintain documentation of contractual liability claims. Make recommendations concerning engineering aspects of such claims to the City.
- Q. Receive, investigate and answer complaints and inquiries from property owners, citizens and officials. Refer complaints to the Contractor and maintain a log showing disposition of each complaint. Refer unresolved complaints, with recommendations, to the City.
- R. Provide the City with a letter, signed by the consultant's engineer licensed to practice in the State of New Jersey, certifying that the project was constructed in substantial conformance with the plans and specifications, except for those changes delineated in the letter.
- S. Return to the City original calculations, survey notes, engineering or other data provided by the City. Provide certification thereon of original as-built plans, as-built calculations, maps, engineering data and final estimates.
- T. Provide resumes and proposed salaries of personnel to the City Engineer for approval prior to assignment to the project.
 - The project staffing shall include job titles which may be used in providing the indicated services, with their equivalent American Society of Civil Engineers (ASCE) and/or National Institute for Certification of Engineering Technicians (NICET) Grades.
 - At least one individual of the field inspection staff assigned to this project shall be knowledgeable of NJDOT practices and procedures regarding maintenance and protection of traffic. That individual shall be assigned to inspect the work of the Contractor involving the maintenance and protection of traffic.

- U. Begin work on the project within five (5) working days after receipt of written direction from the City to proceed. Begin work on any Consultant Contract Modification within five (5) working days after receipt of both an executed Consultant Contract Modification and written direction to proceed.
- V. Complete work and submit the final estimate to the City Engineer in accordance with the anticipated schedule approved by the City or within thirty (30) calendar days after contract time is stopped on the Construction Contract.
- W. Coordinate and advance work items in this Agreement and subsequent Consultant Contract Modification efficiently and economically, consonant with the anticipated schedule. If the work cannot be completed as scheduled, request in writing, an extension of time. Such requests shall include a statement as to the cause of the delay. The requests shall be provided to the City at the time that the need becomes apparent but at least fifteen (15) working days prior to the scheduled completion date.
- X. Submit the following on a monthly basis for the City's approval:
 - 1. Progress report indicating the percentage of the project completed, including a breakdown of the services rendered for the Contract.
 - 2. Statement of the project status regarding its conformance with the schedule and scope of services along with a list of those memoranda and letters awaiting response.
 - 3. Invoices prepared for payment according to the provisions established in this Agreement.
- Y. Stop work promptly, if so, directed in writing by the City.
- Z. Submit final invoice for services to the City within 120 calendar days after contract time is stopped on the Construction Contract.
- AA. Perform its obligation under this Agreement with the understanding that the State, City and the Federal Highway Administration have the right to review, and must find acceptable, the project and documents produce pertaining to the project.
- BB. Modify the scope of services to be performed upon written direction from the City and agree appropriate increases or decreases in cost with the City based on the modifications.
- CC. Submit, prior to the first invoice submitted, a list of employees excluding administrative personnel, but including partners or principals performing technical functions, stating their names, titles, hourly wage rates, and the effective date of such wage rates in descending order of wage scale format. The City may request special documentation of any wage rate or individual job function at any time which it deems necessary during the Agreement duration. No individual shall be shown on any invoice unless his function and wage rate have been previously approved by the City. Staffing hours shall be invoiced by task and by appropriate position in a manner and on a form, or forms, previously approved by the City. Paid receipts for Out-of-pocket expenses shall be included with the invoices for payment. Invoices shall not be processed for payment by the City unless first marked "approved" by the Designated Representative of the City.
- DD. Maintain books, documents, papers, accounting records and evidence pertaining to the cost incurred during the performance of the work under this Agreement, including work performed during the preparation of proposals. Said materials shall be made available at reasonable times during the period of

this Agreement and for three (3) years from the date of final payment for inspection and/or audit by authorized representatives of the City, State and Federal Governments. Copies of the material shall be furnished upon request. Following the passage of three (3) years from the date of final payment, said material may be destroyed upon receipt of written permission from the City.

EE. Allow representatives of the City, State, and Federal Governments to visit the office of the Consultant periodically, without notice, in order to monitor work on this project.

FF. Provide staff hours for the following Engineering Services as needed during the Construction period:

- Conduct the Contract pre-construction conference.
- Provide on-call, competent structural, highway and traffic design support staff to assist in the analysis and resolution of unanticipated field problems which may arise.
- Prepare as-builts, delivering one mylar copy to the City.

GG. Provide bidding assistance to the City during the bidding phase of the construction contract. Prepare bid tabulations and make recommendations of award to the lowest responsible and responsive bidder.

HH. Provide field personnel to visually inspect construction materials delivered to the site and incorporated into the work for compliance with contract requirements. Field personnel will visually inspect performing the slump tests on concrete delivered to the site as well as monitor asphalt temperature and mix as delivered. Will obtain manufacturer's Certificates of Compliance from the Contractor covering mix and weights of bituminous materials, cement concrete, reinforcing steel and other materials. Will follow general NJDOT guidelines for the acceptance of materials.

II. Provide assessment surveys and recommendations to the City for future anticipated various roadway projects.

JJ. Prepare and provide plans and specs to the City for future anticipated various roadway projects.

CONSTRUCTION ENGINEERING PHASE:

The Engineer shall furnish a qualified Resident Engineer (RE) with the appropriate experience and Highway Construction Inspector (NICET Level III minimum or Qualified Other – Highway Construction) with appropriate experience, and other qualified field staff as circumstances require to assist the Engineer in inspecting the work by the contractor (i.e. Additional Inspector required during paving operations).

The Resident Engineer will protect the CITY OF GARFIELD from any defects in materials or workmanship by the construction Contractor. This is to be accomplished through full time on site inspection of the project site. The Engineer is not responsible for nor in control of the means, methods, techniques, sequences or procedures for construction of the project. The Construction contractor is responsible for these items.

The duties and responsibilities of the Resident Engineer are limited to those of the Engineer as will be further delineated in the negotiated contract for Consulting Engineering Services and are further limited and described as follows:

General - The Resident Engineer is the Engineer's agent at the site and shall act as directed under the supervision of the Engineer. The RE's dealing in construction matters pertaining to the on-site work shall in general be with the Engineer and Contractor. The RE's dealings with subcontractors shall only be through or with the full knowledge and approval of the contractor. The RE shall communicate with the CITY OF GARFIELD with the knowledge of and under the direction of the Engineer.

Duties and Responsibilities of RE:

Source Documentation - All related source documents upon which payment is based must be a matter of record. Additionally, all source documents pertaining to the determination of pay quantities must be retained for three years after final payment and project close-out pursuant to 49 CFR 18.36(J)(11).

Source documents consist of notes/documentation of counts; measurements (length, width, depth, and slope); calculations of area, volume, weights; sketches, a statement of compliance with contract plans, and specifications; field changes; comments; and delivery tickets collected and initiated by the inspector at the point of unloading.

Source documentation must specify the following **at a minimum**:

- Delivery tickets are received before placement of materials
- Testing of materials is documented in the project files and referenced in daily inspection reports
- Form DC-29's are used for daily inspection reports and the instructions included on the DC-29's are followed. DC-29's are supplemented with field notes and photographs that tie the work being done to the plans, specifications and related contract documents.
- Inspection reports are signed and dated by the inspectors.
- The Resident Engineer reviews and initials the daily inspection reports.
- The Resident Engineer prepares a summary of pay quantities based on the daily inspection reports.
- The Resident Engineer uses the summary of pay items to develop periodic pay estimates for the Supervisor of Inspections and the CITY OF GARFIELD Engineer. The summary of pay items must be used for comparison and negotiation of contracts payment requests. The Supervisor of Inspections and the Contract Administrator must ensure proper payments are being made in accordance with the contract provisions. Upon acceptance of the negotiated contractor payments, a voucher request will be forward to the CITY OF GARFIELD Department of Finance for contractor payment. Once contractor payment is made, the Contract Administrator must prepare and submit a State voucher.
- Prevailing wage rate requirements of 23 U.S.C. and the Davis-Bacon Act must be met and documented in the CITY OF GARFIELD's project files. Wage rate interviews must be performed by the site inspector or resident engineer.
- Environmental commitments and/or permit requirements must be met and documented in the daily inspection reports.
- All pedestrian facilities must be constructed or reconstructed in accordance with the American with Disabilities Act (ADA) of 1990' Section 504 of the Rehabilitation Act of 1973, 28 CFR Part 35.14(e) and NJDOT Standard Construction Details. The site inspector and the Supervisor of Inspections will be responsible for the inspection of all ADA related facilities.
- DBE requirements are monitored and enforced to ensure compliance with 49 CFR 26; the contract plans, specifications and related contract documents; the NJDOT Construction Handbook Section V., Subsection B and NJDOT DBE/ESBE.
- Include provision to identify the CITY OF GARFIELD's full time employee in "responsible charge" of the project.

Special Instructions

Proposals must identify a qualified Resident Engineer (RE) and sufficient inspectors meeting NJDOT experience/qualification standards. The RE must have relevant highway/traffic/safety project experience. As part of your proposal, the Respondent shall submit the most recent listing by the New Jersey Department of Transportation showing their firm is an Approved Consultant by NJDOT to perform consulting engineering inspection services. No proposal will be considered without proof of being an approved NJDOT Consultant.

Response Content

Firms should address in their Responses the following:

1. Description of Firm - Provide a history and description of your firm.
2. Experience - Please briefly summarize your experience engineering inspection services on similar federal aid projects for entities in the State of New Jersey.
3. References - Provide three (3) references. Include the issuer name, contact person, his/her title and address and telephone number for whom you have provided similar services.
4. Investigations/Litigation - Provide details of any criminal or regulatory investigation or pertinent litigation pending against your firm or members of your firm.
5. Certificates Required - The respondent must submit the following certificates: (i) Affirmative Action Employee Information Report or Certificate of Employee Information Report; (ii) Proof of general liability insurance coverage and professional liability insurance coverage; and, (iii) Proof of NJ Business Registration.
6. Other Information - Please discuss any factors which you believe are relevant to the City's selection of your firm.
7. Compensation - Please attach your fee schedule for providing the Scope of Services requested in this Request for Qualifications. Include a description of any out-of-pocket expenses which might be included and of hourly rate charges which relate to this engagement.

SECTION III Minimum Requirements for Vendor Responses

In order for an individual or firm to be considered by the City, interested parties submitting proposals in response to this solicitation must meet the following minimum qualifications:

1. Interested parties wishing to provide a proposal in response to the CITY OF GARFIELD's solicitation shall provide the following minimum information in its proposal, which proposal must be submitted at the location and within the time constraint set forth on page 1 of this document; said proposal must contain fully executed originals and copies of all documents contained in this Request for Proposal;
2. Full name and business address of entity or person submitting the proposal and the name of the key contact person;
3. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each firm, its ownership and organizational structure;
4. The number of years your organization has been in business under the present name and the number of years the business organization has been under the current management;
5. List of all individuals who, if selected, will provide services to the CITY OF GARFIELD, along with a summary of the post high school education and licenses held by each such person;
6. Number of years each individual has provided representation to municipal entities in the State of New Jersey;
7. A description of the services that will be provided to the CITY OF GARFIELD, in addition to those set forth in Section II above;

8. A copy or description of the professional liability insurance policy, \$1,000,000.00 or higher, maintained by business organization for the proposed calendar year;
9. A statement and listing of professional service fees that the business organization can offer to the CITY OF GARFIELD;
10. A statement that the applicant complies with N.J.S.A 10:5-1, et. seq., (Law Against Discrimination) and P.L.1975, c. 127 (Affirmative Action Law of the State of New Jersey);
11. The name and addresses of at least three (3) references consisting of clients for which the applicant has provided services in the past five (5) years, which should include at least one (1) municipal entity client;
12. A list and description of all professional liability claims, if any, brought against the applicant during the past five (5) years; and
13. Confirmation of the appropriate federal and state licenses to perform activities;
14. Number your responses using the sequential order listed in paragraphs A and B of Section III.
15. The applicant shall provide the CITY OF GARFIELD with an original and one (1) copies of its proposal.

SECTION IV Basis of Award of Professional Services Contract

The CITY OF GARFIELD shall award all professional service agreements based upon qualifications, merit, cost competitiveness, references and experience with issues confronting the CITY OF GARFIELD. The final determination will be based upon the most advantageous price and other factors to the CITY OF GARFIELD. The specific basis of award will include:

A. Documented evidence that the Proposer fulfills all of the Minimum Qualifications as listed in Section III, paragraph A., and all of the information required under paragraph B. Affirmative Action Compliance and professional service fees are provided for review and consideration.

B. Technical Criteria:

1. Does the proposal demonstrate a clear understanding of the scope of work and related objectives?
2. Does the proposal document knowledge of the issues and operations of the CITY OF GARFIELD, and how the proposed services will address these issues?
3. Is the proposal complete and responsive to the specific requirements?
4. Has successful past performance of the firm and its principals been documented?

C. Management Criteria:

1. How well does the proposed scheduling timelines meet the City's needs?
2. Does the proposer document a record of reliability of timely delivery of deliverables?
3. Does the proposer document municipal/State experience?
4. Does the proposer document its availability to attend all scheduled/required public and special meetings?
5. To what extent does the proposer rely on in-house resources vs. contracted services?
6. Is there the availability of in-house and contract resources documented?
7. Documentation of experience in performing similar work by employees?
8. Does the proposer make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments?
9. Does the proposer demonstrate cultural sensitivity in hiring and training staff?

D. Cost Criteria:

1. Relative Cost – How does the cost compare to other similarly scored proposals?
2. Is the price and its component charges, fees, etc., adequately explained and documented?
3. Does the proposal include quality control and assurance programs?
4. Does the proposer have the sufficient financial resources to meet its obligations?

All awards are and shall be subject to the availability of funds for the professional services in the Temporary and/or Final Budgets.

SECTION V PROPOSAL SUBMISSION

The applicant shall provide the City of Garfield with an original and one (1) copy of its proposal.

Erin Nora Delaney, City Manager/City Clerk
CITY OF GARFIELD
111 Outwater Lane
GARFIELD, N.J. 07026

The City will not be responsible for any expenses in the preparation of the Proposals and for the preparation of any information or material received in connection with this solicitation, whether by negligence or otherwise.

The City reserves the right to request additional information if necessary, or to request an interview with bidder(s), or to reject any and all proposals with or without cause, and, in its sole discretion, waive any irregularities or informalities, such as minor elements of non-compliance with regard to the requirements of this RFP, in the Proposals submitted. The City further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting proposals. In the event that all Proposals are rejected, The City reserves the right to re-solicit proposals.

The Authority, in its sole discretion, reserves the right to waive minor elements of non-compliance of any bidder's proposal with regard to the requirements of this RFP.

Responding bidders may withdraw their Proposals at any time prior to the final filing date and time, as indicated on the cover page to this RFP, by written notification signed by an authorized agent of the firm(s). Proposals may thereafter be resubmitted, but only up to the final filing date and time.

The responding bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after the Proposals are opened because of a bidder's failure to be knowledgeable about all requirements of this RFP. By submitting a Proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all of the requirements of this RFP.

Documents and information submitted in response to this RFP shall become property of The City and generally shall be available to the general public as required by applicable law, including the New Jersey Open Public Meetings Act and the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

Communications with representatives of The City by the bidder or the bidder's representatives concerning this RFP are **not** permitted during the term of the submission and evaluation process. Communications regarding this RFP in any manner will result in the immediate rejection of your firm's Proposal.

The City will accept questions from firms regarding any aspect of this RFP via e-mail only until 4:00 p.m. on September 23, 2026. Questions should be directed via e-mail to: edelaney@garfieldnj.org

The successful bidder is prohibited from sub-contracting any part of the work covered by this RFP.

The successful bidder is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of its obligations under this engagement or its rights, title or interest therein to any other person, company, or corporation without the previous consent and approval in writing by the Authority.

If it becomes necessary for the NJDOT to substitute any management, supervisory or key personnel, The City shall be notified, and the firm shall identify the substitute personnel and the work to be performed. The firm must provide detailed justification documenting the necessity for the substitution. The substitution must have qualifications and experience equal to or better than the individual originally proposed or currently assigned.

The Proposal to be submitted by the bidder consists of a Technical Proposal and a Cost Proposal. The original and copies of the Cost Proposal is to be submitted in a separate sealed envelope. Additionally, the requested supporting documents listed in Section 10.0 below must be included with the Technical Proposal.

The bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Services on a separate attachment hereto.

REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. PLEASE INITIAL BELOW, INDICATING THAT YOUR PROPOSAL INCLUDES THE ITEMIZED DOCUMENTS. A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS MAY BE REJECTED.

ITEM	INITIALS
Executed Disclosure Statement (form provided)	
Executed Non-Collusion Affidavit (form provided)	
Executed Affirmative Action Compliance Notice (form provided)	
Executed Owner's Disclosure Statement (form provided)	
Executed Hold Harmless Agreement (form provided)	
Executed Americans with Disabilities Act of 1990 Language (form provided)	
Executed Vendor's Information (form provided)	
New Jersey Business Registration Certificate	
Responses to Section III Part B 1 through 15	
Original and one (1) copy of completed package	

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS.

Person, Firm or Corporation submitting Proposal: _____

Authorized Agent Name and Title: _____

Authorized Signature and Date: _____

DISCLOSURE STATEMENT

The attention of prospective proposer is drawn the provisions of the Local Government Ethics Law (N.J.S.A. 40A:9-22-1, et seq.) which prohibits the CITY OF GARFIELD or an employee or member of his/her immediate family from having an interest in a business organization or engaging in any business transaction, or professional activity which is in substantial conflict with the proper discharge of his/her duties in the public interest.

In furtherance thereof, every proposer must disclose below, whether they are a CITY OF GARFIELD Officer or employee or whether an immediate family member is a CITY OF GARFIELD Officer or employee. If the proposer is a business organization, then disclosure shall be made with respect to anyone having an interest in the business and their immediate family members.

Please answer the following:

Is the proposer or a member of the proposer's immediate family, or anyone having an interest in the proposer's business organization including their immediate family members, an officer or employee of the CITY OF GARFIELD?

NO _____ YES _____

* _____
President, Vice President or Signature of Authorized Representative

Print Name

Title

If yes, provide the name of the individual and identify the position held, below, and notify in writing, prior to the proposal opening date, to the City Administrator, CITY OF GARFIELD, 111 Outwater Lane, GARFIELD, New Jersey 07424. (Kindly attach a copy of the correspondence to this form).

NOTE: All terms used herein are to be construed in accordance with their meaning under the Local Government Ethics Law, cited above.

*** FAILURE TO SIGN THIS AFFIDAVIT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL.**

NON-COLLUSION AFFIDAVIT

I, _____, of the City of _____, in the County of _____, and the State of _____, of full age, being duly sworn according to law on my oath depose and say that:

I am _____, of the firm of _____ the
(Title) (Company Name)

proposer making this Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said proposer has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive action in connection with the above named project and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey, County of Bergen, and the CITY OF GARFIELD relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I fully warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

(Company Name)

* _____
President, Vice President or Signature of Authorized Representative

Print Name

Title

*** FAILURE TO SIGN THIS AFFIDAVIT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL
RESULT IN REJECTION OF THIS PROPOSAL.**

AFFIRMATIVE ACTION REQUIREMENTS

BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27

REQUIRED AFFIRMATIVE ACTION EVIDENCE

PROCUREMENT & SERVICE CONTRACT (which are not subject to a Federally approved or sanctioned affirmative action program). All successful vendors must submit within ten calendar (10) days of the notice of intent to award (Memorandum of Agreement) or the signing of the contract, whichever is sooner, one of the following:

1. **A PHOTO COPY OF THEIR FEDERAL LETTER OF AFFIRMATIVE ACTION PLAN APPROVAL.**

OR

2. **A PHOTO COPY OF THEIR CERTIFICATE OF EMPLOYEE INFORMATION REPORT.**

OR

3. **A COMPLETED AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (AA302). FORM IS INCLUDED IN THIS PACKAGE, LAST PAGE.**

THE AFFIRMATIVE ACTION AFFIDAVIT FOR VENDORS HAVING LESS THAN FIFTY (50) EMPLOYEES IS NO LONGER ACCEPTABLE.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et. seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et. seq.

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

(REVISED 4/10)

EXHIBIT A MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27 GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the Proposer (herein after the contractor) agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval Certificate of Employee Information Report
Employee Information Report Form AA302 electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

OWNERS DISCLOSURE STATEMENT

In accordance with N.J.S.A. 52:25-24.2 et seq., no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, there is submitted to the City, a statement setting forth the names and addresses of all stockholders who own ten percent (10%) or more of the stock, of any class or all individual partners who own a ten percent (10%) or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the ten percent (10%) ownership criteria established in this act has been listed.

Legal Name of Bidder _____ Date _____

Street Address _____ City _____ State _____ Zip Code _____

Telephone # _____ Fax # _____ e-mail address _____

CHECK TYPE OF BUSINESS ENTITY:

	Date Incorporated	Where Incorporated	
Corporation	_____	_____	Limited Partnership _____
Limited Liability Corporation	_____	_____	Limited Liability Partnership _____
Subchapter S Corporation	_____	_____	Sole Proprietorship _____

Listed below are the names and address of all stockholders or individuals who own ten (10) percent or more of its stock of any class (es), or who own ten (10) percent or greater interest therein.

Name Address

Name Address

Name Address

If more space is required, continue listing on a separate page and include with bid submittal.

If no stockholder or partner owns ten percent (10%) or more of the business submitting the bid, please sign and date this form. I certify that no stockholder or partner owns ten percent (10%) or more of the business submitting this bid:

President, Vice President or Signature of Authorized Representative

Date

FAILURE TO COMPLETE THIS FORM OR SIGN THE ABOVE STATEMENT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL.

HOLD HARMLESS AGREEMENT

BETWEEN: The CITY OF GARFIELD 111 Outwater Lane
GARFIELD, New Jersey 07026
AND

Vendor's Name

Address – not a post office box

_____/_____/_____
Telephone Number Fax Number e-mail address

It is understood and agreed the Contractor is:

1. An independent Contractor and not an employee of the CITY OF Garfield.
2. The Contractor agrees to indemnify and hold harmless the CITY OF GARFIELD, its elected officials, and all of its officers, agents and employees from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and charges of whatsoever kind and nature, including attorneys' fees to which the CITY OF GARFIELD may be put for, or on account of, any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this contract, or by or in consequence of any neglect or omission of the part of the Contractor in the performance of operations under this contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.
3. The Contractor shall hold the CITY OF GARFIELD harmless for damages to the Contractor's equipment utilized during the term of this contract.

President, Vice President or Signature of Authorized Representative

Print Name

Title

Date

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The vendor and the CITY OF GARFIELD (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the vendor agrees that the performance shall be in strict compliance with the Act. In the event the vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the vendor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The vendor shall indemnify, protect and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The vendor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the vendor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the vendor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the vendor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the vendor pursuant to this contract will not relieve the vendor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the vendor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the vendor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the vendor's obligations assumed in this Agreement, nor shall they be construed to relieve the vendor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

President, Vice President or Signature of Authorized Representative

Print Name

Title

Date

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and be in accord with I.R.S. regulations, the following information **must** be provided with this bid.

Name of Business: _____
(Print)

Name of Contact Person: _____
(Print)

Correspondence Address (including zip code):

Purchase Order Address for signature (including zip code):

Payment Address (including zip code):

Telephone Number (including area code): _____

Fax Number (including area code): _____

E-Mail Address: _____

Employer I.D. # or S.S. #: _____

FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.

PROPOSER'S AFFIDAVIT

THIS AFFIDAVIT IS PART OF THE PROPOSAL

State of _____

County of _____

I, _____
Print Name)

certify that I am the _____
(Title)

of the business entity submitting this bid/proposal; that I have completed and signed all of the required documents; that I am duly authorized to sign the bid/proposal on behalf of the business entity; and that all of the declarations and statements contained in the bid/proposal document are true and accurate to the best of my knowledge and belief.

_____/_____
(Signature of Bidder) (Date)

NOTARY:

Subscribed and sworn to before me at

(Address)

This _____ day of _____ 20_____

(Notary Public)

Commission Expires: _____

DOCUMENT OWNERSHIP

This document was prepared by the CITY OF GARFIELD (owner) and is provided on the City website at www.garfieldnj.org. This document is not to be reproduced for distribution to other vendors regardless of whether the vendor intends to charge, or not to charge, for said copy. Copies of this document are made available from the owner and there is no other agent authorized to distribute same.

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose any part or total of the interim or final work products, or make available to third parties, without the prior written consent of the owner.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract or of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ____ of ____

Vendor Name:

[illegible]☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution

Disclosure N.J.S.A. 19:44A-20.26 County Name:

State: Governor

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

County Commissioners

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM
https://www.nj.gov/dca/divisions/dlgs/programs/pay_2_pla
y.html A COUNTY-BASED, CUSTOMIZABLE FORM.

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR GARFIELD SCHOOL SAFETY PROJECT (PHASE 2)
ABRAHAM LINCOLN SCHOOL & CHRISTOPHER COLUMBUS SCHOOL**

OFFICE PERSONNEL (Bid process 4 weeks)

TASK	Proj. Mgr.	Proj. Eng.	Sr. Eng	Engr	Chief CADD	Sen CADD	Tech Typist	Total
Bid Support	4	2	4	8				18
Bid Review	2	8						10
Preconstruction Conference	4	4		8				16
Shop Drawings Review	2			8				10
Construction Consultation	4	8	8					20
As-Builts	4	8		40				52
Office Support			20	20				40
								0
Subtotal Office Hours	20	30	32	84	0	0	0	166
DIRECT LABOR/HR.	110	80	75	70	60	50	50	
COST LABOR (OFFICE) (A)	2,200.00	2,400.00	2,400.00	5,880.00	-	-	-	12,880.00

FIELD PERSONNEL (Construction 94 days per Project Specifications)

TITLE	HRS	DIRECT LABOR/HOUR	COST DIRECT LABOR (FIELD)
Resident Engineer	50	120	6,000.00
Surveyor/Field Inspector		90	-
Field Inspector	528	60	31,680.00
Field Inspector		60	-
Field Inspector Over Time		90	-
COST DIRECT LABOR (FIELD PERSONNEL) (B)			\$ 37,680.00

DIRECT LABOR COSTS

a. Total Direct labor (A + B)	\$ 50,560.00	
b. Overhead (1.35)	\$ 68,256.00	
c. Fixed Fee (.18)	\$ 9,100.80	
TOTAL DIRECT LABOR COST:	\$ 127,916.80	(C)

DIRECT EXPENSES:

d. Photos	\$	500.00
e. Mileage	\$	2,000.00
f. Material Testing	\$	5,000.00
g. Other Expenses		

TOTAL DIRECT EXPENSES: **\$ 7,500.00** (D)

TOTAL CONTRACT AMOUNT: (C + D) **\$ 135,416.80**

NOTES:

1. Please provide the estimated Man Hours and Hourly Rate.
2. Direct Expenses for Material Testing refers to, but not limited to, necessary testing for concrete, Asphalt and any other required testing for Roadway resurfacing contracts.
3. Overhead should be NJDOT pre approved rate, include NJDOT letter for approved rate.
4. Fixed fee, to be calculated in accordance with Section 19.3-12 NJDOT Procedure Manual, include
5. The Performance Period is ----- months and or until project completion.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization: ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV) ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ ☐ The list below contains the names and addresses of all stockholders in the corporation who own

10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☐ ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

(SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

